

MEMORANDUM OF UNDERSTANDING BETWEEN THE ARKANSAS DEPARTMENT OF EDUCATION, ARKANSAS DEPARTMENT OF HIGHER EDUCATION, ARKANSAS DEPARTMENT OF HEALTH, ARKANSAS DEPARTMENT OF WORKFORCE SERVICES, ARKANSAS DEPARTMENT OF HUMAN SERVICES, AND ARKANSAS DEPARTMENT OF CAREER EDUCATION

Parties. This Memorandum of Understanding is made and entered into by and between the Arkansas Department of Education (ADE), the Arkansas Department of Higher Education (ADHE), the Arkansas Department of Health (ADH), the Arkansas Department of Workforce Services (ADWS), Arkansas Department of Human Services (ADHS), and Arkansas Department of Career Education.

Purpose. The ADE through a grant from the Institute of Educational Sciences is responsible for developing a partnership between the parties mentioned above that will allow for the appropriate sharing of data between the agencies. The primary purpose of this Memorandum of Understanding is to provide an agreement between the parties listed above to appropriately share education, health, employment, training, and service data collected and/or maintained by any of the five agencies. The method developed and utilized for sharing data between the agencies will be fully compliant with the provisions of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability (HIPAA) Act. Each of the parties is prohibited from releasing records, unless the receiving party agrees to and ensures that specific safeguards are implemented to (1) limit the use of data to the purpose(s) for which it has been requested, (2) keep the data secure and limits access only to individuals officially assigned to work on the project (3) ensure that no data are released or reported in any manner that would allow the identification of individuals, and (4) destroy the data containing student identifiers once the data are no longer needed.

Scope of Services.

1. Maintain confidentiality of all educational records as required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232(g).
2. Maintain confidentiality of all health records as required under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.
3. To create unique identifiers for individuals separate from their Social Security number.
4. To store data received in a secure manner.
5. Review this Memorandum of Understanding quarterly to assure that it is being operated in compliance with the requirements of this Agreement. If any data security problems are identified, a report specifying the problems, solutions, and timelines for implementation will be developed cooperatively with personnel from all parties.
6. Share with appropriate person(s) participating in this Memorandum of Understanding any pertinent correspondence and/or information pertaining to this Agreement.
7. Ensure all guidelines and procedures developed by each party are followed.
8. That the studies conducted and/or systems created with the data are for or on behalf of the parties to improve instruction or agency services and analysis and reports will be shared with the respective parties prior to publication.
9. That no data will be released or reported in any manner that will allow the identification of any individual person, student, teacher, or school, unless explicitly approved in writing by the agency or agencies that produced, provided, or contributed to the specific data being released.

Period of Performance. The period of performance of the terms and conditions of this Memorandum of Understanding shall be from February 1, 2011 through June 30, 2013. This Memorandum of Understanding will be renewable in two year intervals beginning July 1, 2013.

Termination. Any party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other parties of such termination and specifying the effective date thereof.

Access to Assignment. A Party shall not assign or subcontract in whole or in part, its rights of obligations under this Agreement without prior written consent of the other Parties.

Applicable Law. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Arkansas and any litigation with respect thereto shall be brought in the courts of the State. Both parties shall comply with applicable federal, state, and local laws and regulations.

Severability. Should any term or provision of this Memorandum of Understanding be found to be prohibited by the laws of the United States or the State of Arkansas or should any term or provision be declared invalid or void by a court of competent jurisdiction, the remaining terms, conditions, and obligations shall be valid and enforceable, to the fullest extent permitted by law, and shall not be affected by the invalidity of any other provision.

Modification or Amendment. This Memorandum of Understanding shall not be modified, altered, or changed except by mutual consent of the parties. Any modification or amendment shall be made in writing, clearly stating the changes being effected and shall be duly executed by an authorized representative of each part.

Entire Agreement. This Memorandum of Understanding attached hereto constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede and replace any and all prior negotiations, understandings, and agreements, whether written or oral, between the parties hereto.

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EDUCATION, ARKANSAS DEPARTMENT OF HIGHER EDUCATION, ARKANSAS
DEPARTMENT OF HEALTH, ARKANSAS DEPARTMENT OF WORKFORCE SERVICES,
ARKANSAS DEPARTMENT OF HUMAN SERVICES, AND ARKANSAS DEPARTMENT OF
CAREER EDUCATION**

APPROVED:

Tom Kimbrell
Commissioner
Arkansas Department of Education

Date

Jim Purcell
Director
Arkansas Department of Higher Education

Date

John Selig
Director
Arkansas Department of Human Services

Date

Paul K. Halverson
Director
Arkansas Department of Health

Date

Artee Williams
Director
Arkansas Department of Workforce Services

Date

William L. Walker Jr.
Director
Arkansas Department of Career Education

Date